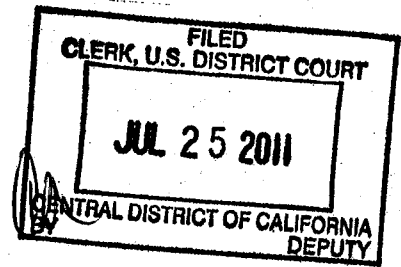


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12 Attorneys for Plaintiff VELTEX CORPORATION

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA,  
15 WESTERN DIVISION

16 VELTEX CORPORATION, a Utah  
17 Corporation,

18 Plaintiff,

19 vs.

20 JAVEED AZZIZ MATIN, an individual;  
21 TANZILA SULTANA, an individual;  
22 SAASHA CAMPBELL, an individual;  
23 MAZHAR HAQUE, an individual;  
24 ALLEN E. BENDER, an individual;  
25 VELTEX USA, INC., a Delaware  
26 corporation; VELTEX APPAREL, INC.,  
27 a California corporation; VELTEX  
28 INDUSTRIES, INC., a Delaware  
corporation; VELTEX EXPLORER,  
INC., a Canadian corporation; VELTEX  
CANADA, INC., a Canadian  
corporation; WILSHIRE EQUITY, INC.  
aka WILSHIRE EQUITIES, INC., a  
Colorado corporation; AMERICAN  
REGISTRAR & TRANSFER CO., a  
Utah corporation; PATRICK R. DAY, an  
individual; RICHARD M. DAY, an  
individual; MOORE & ASSOCIATES,  
CHARTERED, a Nevada corporation;  
MICHAEL J. MOORE, an individual;  
CHISHOLM, BIERWOLF, NILSON &  
MORRILL, CPA aka CHISHOLM,  
BIERWOLF & NILSON, LLC, a Utah  
limited liability company; BRAD B.

CASE NO. CV10 1746 ABC (PJWx)

STIPULATION AND ~~PROPOSED~~  
PROTECTIVE ORDER RE  
CONFIDENTIAL AND  
PROPRIETARY INFORMATION

[Magistrate Judge Patrick J. Walsh]

1 HAYNES, an individual; ANNE  
2 TAHIM, an individual; JAAK U.  
3 OLESK, an individual; and CARMINE  
4 J. BUA, an individual,

Defendants.

5 1. PURPOSES AND LIMITATIONS

6 Disclosure and discovery activity in this action are likely to involve  
7 production of confidential, proprietary, or private information for which special  
8 protection from public disclosure and from use for any purpose other than  
9 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
10 stipulate to and petition the court to enter the following Stipulation and [Proposed]  
11 Protective Order. The parties acknowledge that this Order does not confer blanket  
12 protections on all disclosures or responses to discovery and that the protection it  
13 affords from public disclosure and use extends only to the limited information or  
14 items that are entitled to confidential treatment under the applicable legal  
15 principles. The parties further acknowledge, as set forth in Section 12.3 below,  
16 that this Protective Order does not entitle them to file confidential information  
17 under seal; and that Local Rule 79-5 outlines the procedures that must be followed  
18 when a party seeks to file material under seal.

19 2. DEFINITIONS

20 2.1 Challenging Party: A party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.2 "CONFIDENTIAL" Information: Any party may designate as  
23 "CONFIDENTIAL" Information (regardless of how it is generated, stored or  
24 maintained) any document or portion thereof -- including documents or materials  
25 provided to the parties in discovery by non-parties and documents or materials  
26 produced by third parties pursuant to a subpoena -- which contains or discloses  
27 any of the following:

1 (a) Material, non-public inside information, confidential  
2 and/or commercially sensitive financial information, personnel files and other  
3 sensitive or proprietary information, including, but not limited to, information  
4 which has not been made public or disclosed to third parties and which concerns  
5 or relates to the process, operations, type of work or apparatus, or to the  
6 production, sales, shipments, purchases, transfers, identification or customers,  
7 inventions, amount or source of any income, profits, losses, or expenditures of any  
8 person, firm, partnership, corporation, or other organization, the disclosure of  
9 which information may have the effect of causing harm to the competitive position  
10 of the person, firm, partnership, corporation or organization from which the  
11 information is obtained; and

12 (b) Information that the party is under a duty to preserve as  
13 confidential under an agreement with or other obligation to another person.

14 2.3. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY  
15 INFORMATION:" Any party -- including non-parties that agree by stipulation to  
16 be bound by the terms of this Order -- may designate as "HIGHLY  
17 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" any document or portion  
18 thereof which contains or discloses any sensitive, Confidential Information that  
19 any Party to the Litigation or any producing party contends contains trade secrets  
20 as defined under California Civil Code § 3426.1(d), business strategies or other  
21 competitively sensitive, proprietary or financial information which, if disclosed to  
22 third parties, would or could cause damage to a Party's competitive position in the  
23 market(s) in which the Party operates.

24 Information designated as "HIGHLY CONFIDENTIAL – ATTORNEYS'  
25 EYES ONLY" excludes material that is alleged by the Plaintiff to have been  
26 misappropriated in this action.

27 2.4 Designating Party: A Party or Non-Party that designates  
28 information or items that it produces in disclosures or in responses to discovery as

1 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
2 ONLY."

3 2.5 Disclosure or Discovery Material: All items or information,  
4 regardless of the medium or manner in which it is generated, stored, or maintained  
5 (including, among other things, testimony, transcripts, and tangible things), that  
6 are produced or generated in disclosures or responses to discovery in this matter.

7 2.6 Expert: A person with specialized knowledge or experience in  
8 a matter pertinent to the litigation who has been retained by a Party or its counsel  
9 to serve as an expert witness or as a consultant in this action.

10 2.7 House Counsel: Attorneys who are employees of a party to this  
11 action. House Counsel does not include Outside Counsel of Record or any other  
12 outside counsel.

13 2.8 Non-Party: Any natural person, partnership, corporation,  
14 associate, or other legal entity not named as a Party to this action.

15 2.9 Outside Counsel of Record: Attorneys who are not employees  
16 of a party to this action but are retained to represent or advise a party to this action  
17 and have appeared in this action on behalf of that party or are affiliated with a law  
18 firm which has appeared on behalf of that party.

19 2.10 Party: Any party to this action, including all of its officers,  
20 directors, employees, consultants, retained experts, and Outside Counsel of Record  
21 (and their support staffs).

22 2.11 Producing Party: A Party or Non-Party that produces  
23 Disclosure or Discovery Material in this action.

24 2.12 Professional Vendors: Persons or entities that provide  
25 litigation support services (e.g., photocopying, videotaping, translating, preparing  
26 exhibits or demonstrations, and organizing, storing, or retrieving data in any form  
27 or medium) and their employees and subcontractors.

1           2.13 Protected Material: Any Disclosure or Discovery Material that  
2 is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
3 ATTORNEYS' EYES ONLY."

4           2.14 Receiving Party: A Party that receives Disclosure or Discovery  
5 Material from a Producing Party.

6           3. SCOPE

7           The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10 compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties or their Counsel that might reveal Protected Material.  
12 However, the protections conferred by this Stipulation and Order do not cover the  
13 following information: (a) any information that is in the public domain at the time  
14 of disclosure to a Receiving Party or becomes part of the public domain after its  
15 disclosure to a Receiving Party as a result of publication not involving a violation  
16 of this Order, including becoming part of the public record through trial or  
17 otherwise; and (b) any information known to the Receiving Party prior to the  
18 disclosure or obtained by the Receiving Party after the disclosure from a source  
19 who obtained the information lawfully and under no obligation of confidentiality  
20 to the Designating Party. Any use of Protected Material at trial shall be governed  
21 by a separate agreement or order.

22           4. DURATION

23           Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until the earlier of 18 months or a  
25 Designating Party agrees otherwise in writing, or a court order otherwise directs.  
26 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
27 defenses in this action, with or without prejudice; and (2) final judgment herein  
28 after the completion and exhaustion of all appeals, rehearings, remands, trials, or

1 reviews of this action, including the time limits for filing any motions or  
2 applications for extension of time pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for  
5 Protection. Each Party or Non-Party that designates information or items for  
6 protection under this Order shall, in good faith, attempt to limit any such  
7 designation to specific material that qualifies under the appropriate standards. The  
8 Designating Party shall designate for protection only those parts of material,  
9 documents, items, or oral or written communications that qualify -- so that other  
10 portions of the material, documents, items, or communications for which  
11 protection is not warranted are not swept unjustifiably within the ambit of this  
12 Order.

13 If it comes to a Designating Party's attention that information or items that it  
14 designated for protection do not qualify for protection at all or does not qualify for  
15 the level of protection originally asserted, that Designating Party must promptly  
16 notify all other Parties that it is withdrawing the mistaken designation.

17 5.2 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or  
19 electronic documents, but excluding transcripts of depositions or other pretrial or  
20 trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL"  
21 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that  
22 contains protected material. If only a portion or portions of the material on a page  
23 qualifies for protection, the Producing Party also must clearly identify the  
24 protected portion(s) (e.g., by making appropriate markings in the margins), and  
25 must specify, for each portion, the level of protection being asserted.

26 A Party or Non-Party that makes original documents or materials available  
27 for inspection need not designate them for protection until after the inspecting  
28 Party has indicated which material it would like copied and produced. During the

1 inspection and before the designation, all of the material made available for  
2 inspection shall be deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -  
3 ATTORNEYS' EYES ONLY."

4 (b) for testimony given in deposition or in other pretrial or  
5 trial proceedings, that the Designating Party identify on the record, before the  
6 close of the deposition, hearing, or other proceeding, all protected testimony, and  
7 further specify any portions of the testimony that qualify as "HIGHLY  
8 CONFIDENTIAL - ATTORNEYS' EYES ONLY." When it is impractical to  
9 identify separately each portion of testimony that is entitled to protection, and  
10 when it appears that substantial portions of the testimony may qualify for  
11 protection, the Designating Party may invoke on the record (before the deposition  
12 or proceeding is concluded) a right to have up to 21 days to identify the specific  
13 portions of the testimony as to which protection is sought and to specify the level  
14 of protection being asserted. Only those portions of the testimony that are  
15 appropriately designated for protection within the 21 days shall be covered by the  
16 provisions of this Stipulated Protective Order.

17 Transcript pages containing Protected Material shall be separately bound by  
18 the court reporter, who must affix to the top of each such page the legend  
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES  
20 ONLY," as instructed by the Party or Non-Party offering or sponsoring the witness  
21 or presenting the testimony.

22 (c) for information produced in some form other than  
23 documentary form, including information produced in electronic format, and for  
24 any other tangible items, that the Producing Party affix in a prominent place on the  
25 exterior of the container or containers, or electronic media (including but not  
26 limited to CD or DVD), in which the information or item is stored the legend  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES  
28 ONLY." If only a portion or portions of the information or item warrant

1 protection, the Producing Party, to the extent practicable, shall identify the  
2 protected portions).

3 5.3 Inadvertent Failures to Designate. A Party's inadvertent failure  
4 to designate qualifying information as "CONFIDENTIAL" or "HIGHLY  
5 CONFIDENTIAL" does not, standing alone, waive the Designating Party's right  
6 to secure protection under this Order for such material. Upon timely correction,  
7 the Receiving Party must make reasonable efforts to assure that the material is  
8 treated in accordance with the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge  
11 a designation of confidentiality at any time. A Party does not waive its right to  
12 challenge a confidentiality designation by electing not to mount a challenge  
13 promptly after the original designation is disclosed.

14 6.2 Motions. Any motion challenging a Party's designation shall  
15 be brought in accordance with U.S. District Court for the Central District  
16 Local-Rule 37-1.

17 6.3 Burden of Proof. The burden of proof on any motion  
18 challenging whether a designation is proper shall be on the Designating Party.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected  
21 Material that is disclosed or produced by another Party or Non-Party in connection  
22 with this case only for prosecuting, defending, or attempting to settle this  
23 litigation. Such Protected Material may be disclosed only to the categories of  
24 persons and under the conditions described in this Order. When the litigation has  
25 been terminated, a Receiving Party must comply with the provisions of Section 13  
26 below (FINAL DISPOSITION).



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that limits access to the persons authorized under  
3 this Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or items.

5 Unless otherwise ordered by the court or permitted in writing by the Designating  
6 Party, a Receiving Party may disclose any information or item designated  
7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this  
9 action, as well as employees of said Outside Counsel of Record to whom it is  
10 reasonably necessary to disclose the information for this litigation;

11 (b) the officers, directors, and employees of the Receiving  
12 Party to whom disclosure is reasonably necessary for this litigation and who have  
13 signed the "Acknowledgment and Agreement to be Bound" (Exhibit A);

14 (c) experts (as defined in this Order) of the Receiving Party  
15 to whom disclosure is reasonably necessary for this litigation;

16 (d) the court and its personnel;

17 (e) court reporters and their staff, jurors and Professional  
18 Vendors to whom disclosure is reasonably necessary;

19 (f) any witness or potential witness as to whom Outside  
20 Counsel of Record has a good faith basis to believe that such person/corporation  
21 has relevant information regarding the designated material; and

22 (g) the author, recipient or custodian of a document  
23 containing the information, or other person who otherwise possessed or knew the  
24 information.

25 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'  
26 EYES ONLY" Information or Items. Unless otherwise ordered by the Court or  
27 permitted in writing by the Disclosing Party, a Receiving Party may disclose any  
28

1 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
2 EYES ONLY" only to:

3 (a) the Receiving Party's Outside Counsel of Record in this  
4 action, as well as employees of said Outside Counsel of Record to whom it is  
5 reasonably necessary to disclose the information for this litigation;

6 (b) experts of the Receiving Party to whom the disclosure is  
7 reasonably necessary for this litigation;

8 (c) the court and its personnel;

9 (d) court reporters and their staff, jurors and Professional  
10 Vendors;

11 (e) Any witness or potential witness as to whom Outside  
12 Counsel of Record has a good faith basis to believe that such person/corporation  
13 has relevant information regarding the designated material; and

14 (f) the author, recipient or custodian of a document  
15 containing the information, or other person who otherwise possessed or knew the  
16 information.

17 7.4 Each person/corporation to whom disclosure is made pursuant to  
18 Paragraphs 7.2(b), 7.2(c), 7.2(f) and 7.3(b) and 7.3(e) shall be given a copy of this  
19 Protective Order prior to disclosure and shall sign a declaration, a copy of which is  
20 attached hereto as Exhibit A – "ACKNOWLEDGMENT AND AGREEMENT TO  
21 BE BOUND" – agreeing that he, she or it is bound by the jurisdiction of this Court  
22 and the terms of this Protective Order.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
24 PRODUCED IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
28 ONLY," that Party must:

1 (a) promptly notify in writing the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena  
4 or order to issue in the other litigation that some or all of the material covered by  
5 the subpoena or order is subject to this Protective Order. Such notification shall  
6 include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to  
8 be pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served  
10 with the subpoena or court order shall not produce any information designated in  
11 this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -  
12 ATTORNEYS' EYES ONLY" unless order by a court or unless the Party has  
13 obtained the Designating Party's permission. The Designating Party shall bear the  
14 burden and expense of seeking protection in that court of its confidential material  
15 and nothing in these provisions should be construed as authorizing or encouraging  
16 a Receiving Party in this action to disobey a lawful directive from another court.

17 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced  
20 by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY  
21 CONFIDENTIAL - ATTORNEYS' EYES ONLY." Such information produced  
22 by Non-Parties in connection with this litigation is protected by the remedies and  
23 relief provided by this Order. Nothing in these provisions should be construed as  
24 prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery  
26 request, to produce a Non-Party's confidential information in its possession, and  
27 the Party is subject to an agreement with the Non-Party not to produce the Non-  
28 Party's confidential information, the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a Protective Order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a Protective Order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party, unless ordered by a court or unless it has obtained the Non-Party's permission. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the Acknowledgment and Agreement to be Bound," attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations and rights of the Receiving Parties shall be governed by the Federal Rules of Civil Procedure and Federal Rules of Evidence.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any Party or Non-Party to seek its modification by the Court in the future, including but not limited to expanding the persons to whom Protected Material may be disclosed.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission on from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving

1 Party may file the information in the public record pursuant to Civil Local Rule  
2 79-5(e) unless otherwise instructed by the court.

3 13. FINAL DISPOSITION.

4 Within 60 days after the final disposition of this action, as defined in  
5 paragraph 4, each Receiving Party must return all Protected Material to the  
6 Producing Party or destroy such material. As used in this subdivision, "all  
7 Protected Material" includes all copies, abstracts, compilations, summaries, and  
8 any other format reproducing or capturing any of the Protected Material. Whether  
9 the Protected Material is returned or destroyed, the Receiving Party must submit a  
10 written certification to the Producing Party (and, if not the same person or entity,  
11 to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
12 where appropriate) all the Protected Material that was returned or destroyed and  
13 affirms that the Receiving Party has not retained any copies, abstracts,  
14 compilations, summaries or any other format reproducing or capturing any of the  
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
16 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
18 reports, attorney work product, and consultant and expert work product, even if  
19 such materials contain Protected Material. Any such archival copies that contain or  
20 constitute Protected Material remain subject to this Protective Order as set forth in  
21 Section 4 (DURATION).

22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

23 Dated: July 21, 2011

BLECHER & COLLINS, P.C.  
MAXWELL M. BLECHER  
MARYANN R. MARZANO  
KRISTEN M. PETERS

26 By: 

MARYANN R. MARZANO  
Attorneys for Plaintiff  
VELTEX CORPORATION

1 Dated: July 21, 2011

JAMES M. DONOVAN LAW OFFICES  
MICHAEL J. GLENN

2  
3  
4 By: James M. Donovan  
5 MICHAEL J. GLENN  
6 Attorneys for Defendants  
7 PATRICK R. DAY AND AMERICAN  
8 REGISTRAR AND TRANSFER CO.

9 Dated: July \_\_, 2011

BRAD B. HAYNES

10 By: \_\_\_\_\_  
11 BRAD B. HAYNES  
12 Defendant in PRO SE

13 Dated: July \_\_, 2011

JAAK U. OLESK, ESQ.

14 By: \_\_\_\_\_  
15 JAAK U. OLESK, ESQ.  
16 Defendant in PRO SE

17  
18 **ORDER**

19 IT IS SO ORDERED.

20  
21 Dated: \_\_\_\_\_

Honorable Patrick J. Walsh  
United States Magistrate Judge

1 Dated: July \_\_, 2011

JAMES M. DONOVAN LAW OFFICES  
MICHAEL J. GLENN

2  
3  
4 By: MICHAEL J. GLENN  
Attorneys for Defendants  
PATRICK R. DAY AND AMERICAN  
REGISTRAR AND TRANSFER CO.

5  
6  
7  
8 Dated: July 27, 2011

BRAD B. HAYNES

9  
10 By:   
BRAD B. HAYNES  
Defendant in PRO SE

11  
12  
13 Dated: July \_\_, 2011

JAAK U. OLESK, ESQ.

14  
15 By: JAAK U. OLESK, ESQ.  
Defendant in PRO SE

16  
17  
18 ORDER

19 IT IS SO ORDERED.

20  
21 Dated: \_\_\_\_\_

Honorable Patrick J. Walsh  
United States Magistrate Judge



1 Dated: July \_\_, 2011

JAMES M. DONOVAN LAW OFFICES  
MICHAEL J. GLENN

2  
3  
4  
5 By: MICHAEL J. GLENN  
6 Attorneys for Defendants  
7 PATRICK R. DAY AND AMERICAN  
REGISTRAR AND TRANSFER CO.


8 Dated: July \_\_, 2011

BRAD B. HAYNES

9  
10 By: BRAD B. HAYNES  
11 Defendant in PRO SE

12  
13 Dated: July 21, 2011

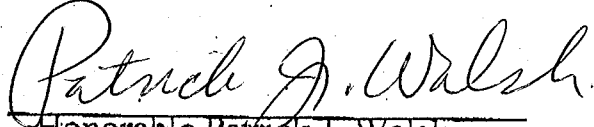
JAAK U. OLESK, ESQ.

14  
15 By:   
16 JAAK U. OLESK, ESQ.  
17 Defendant in PRO SE

18 ORDER

19 IT IS SO ORDERED.

20  
21 Dated: 7/25/11

  
Honorable Patrick J. Walsh  
United States Magistrate Judge



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
in the case of Veltex Corporation v. Javeed Azziz Matin, et al., Case No. CV 10-  
1746-ABC (PJWx). I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my  
California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

47253.1